

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ANNAPOLIS AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1926**

May 22, 2012

The City of Annapolis ("City") and International Association of Firefighters Local 1926 ("Local 1926") hereby enter into the following Memorandum of Understanding ("MOU") regarding a collective bargaining agreement for the period from July 1, 2012 through June 30, 2013. This MOU is subject to ratification by the Bargaining Unit and approval by the Annapolis City Council.

A. DURATION OF AGREEMENT

The MOU will be effective from July 1, 2012 to June 30, 2013.

B. SALARIES

(A) The City will provide for no cost of living adjustment or other increase in pay during Fiscal Year 2013 (July 1, 2012 through June 30, 2013).

(B) Employees who are eligible for step or longevity increases during Fiscal Year 2013 will receive such increase(s).

C. PENSION

(A) The City and the Union will contribute the following amounts to the Pension Plan over the next two years:

Year	City (% of Payroll)	Employee (% of Pay)*
FY2013	8 ½ %	5 ½%
FY2014	8 ½%	6 ½%

*Employee contribution rate is for employees hired prior to July 1, 2010. Employees hired on or after July 1, 2010 but prior to July 1, 2012 shall continue to contribute 6½% of pay.

(B) In the event that the City Finance Director determines that the City is unable to make the required pension contribution in any year, he must notify the Union and the City Council on or before February 1st of the Fiscal Year in which the contribution is due. If the Finance Director gives such notice, the City Council shall be required to hold a public hearing on the issue, and the Council shall determine whether some or all of the contribution will be made.

(C) Employees hired on or after July 1, 2012 will have to complete 25 years of service to be eligible to retire.

(D) Employees hired on or after July 1, 2012 will be required to contribute 8% of their pay to the pension.

(E) The City will create a Pension Task Force comprised of representatives of Local 400,

IAFF Local 1926, the City Council, and the Administration to evaluate changes to the Police and Fire Pension (including funding levels, plan design, and the possibility of creating a DROP program) and issue a report and recommendations on or before October 1, 2012.

D. HEALTH INSURANCE

(A) Expect no increase in premiums - updated price tags attached as Exhibit A.

(B) Employee cost share will remain at 80/20.

(C) Co-pays to increase in accordance with Exhibit B.

E. RETIREE MEDICAL

(A) For any employee who is not vested in the Police/Fire Pension Plan as of July 1, 2012, Retiree Medical benefits shall be revised so that the percentage of the retiree medical premium that the City pays for retirees and dependents will change from the current 70/30 split to a percentage equal to 2.5% multiplied by each year of City service, up to a maximum of 70%.

(B) For any employee hired on or after July 1, 2012, Retiree Medical benefits shall be revised as follows:

(1) Employees must be at least age 50 when they retire to be eligible to receive retiree medical benefits for themselves or dependents.

(2) The percentage of the retiree medical premium that the City pays for retirees and dependents will be 2.5% multiplied by each year of City service, up to a maximum of 70%.

(C) For any employee who is vested in the Police/Fire Pension Plan as of July 1, 2012, Retiree Medical benefits shall remain the same as set forth in Article 11 of the 2010-2012 Collective Bargaining Agreement.

E. FURLOUGH DAYS

Discontinue furlough days.

F. EDUCATIONAL LEAVE

Create New Article 23 (bb), "Education Leave."

Education leave shall be permitted for training purposes under the following guidelines:

(A) Approval

1. Education leave will only be granted for training directly related to Fire/EMS or other training that is relevant to the employee's rank and in the

opinion of the Fire Chief or his/her designee enhances the operation of the Annapolis Fire Department.

2. Leave will be approved on a case-by-case basis.
3. Leave will be granted on a first come, first serve basis. In the case of a tie, rank then seniority will serve as the tie breaker.
4. Once approved, educational leave shall not be canceled except in cases of an operational emergency as determined by the Fire Chief.
5. Approval of Education Leave will be considered as long as in the opinion of the Fire Chief adequate funding exists in the overtime budget to support the requests.

(B) Number of Personnel on Education Leave

1. Personnel assigned to the Operations Leave Group 2 (24/72 hour schedule) are permitted one (1) person off on education leave per shift unless approved by the Fire Chief.
2. The number of personnel off on education leave that are assigned to the Administrative Leave Group (daywork) shall be based on the operational needs of the Department.

(C) Requests

1. An education leave request must be submitted to the on-duty battalion chief no sooner than 30 days before the class and no later than 72 hours prior to the class.

G. GRIEVANCE PROCEDURES

Revise grievance procedures in accordance with Exhibit C attached hereto.

H. ON-CALL PAY

Employees who are assigned to work in positions which are required to be on call shall be paid a \$50 per week "on-call" premium in addition to any other compensation to which they are entitled under the CBA. The on-call premium shall be paid to an employee for any workweek in which the employee was primarily engaged to work in a position where he/she is required to be on-call.

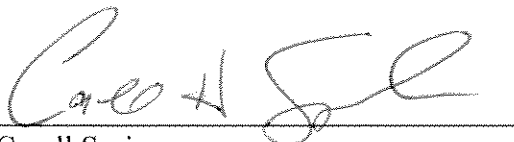
I. LEAVE

Amend Article 23, § 5-7 to delete existing language and replace with the following:

5. Effective July 1, 2012, personnel are no longer required to sign their sick leave slip prior to returning to duty.

6. For staffing purposes and unless advised otherwise, the Duty Officer will plan on personnel off on sick leave will return to duty their next scheduled work day. If personnel are unable to return to duty, they must notify the Duty Officer per OPM: 2.4.3.2 (no later than 0730 hours on the day they are scheduled to work).
7. Upon returning to duty, the Duty Officer shall make arrangements for the employee to sign the sick leave slip.

AGREED AND ACCEPTED THIS 24th DATE OF May, 2012:



Carol Spriggs
President
IAFF Local 1926



Paul Rensted
Director of Human Resources
City of Annapolis

City of Annapolis ~ Flexible Employee Benefits Program

2012/13 vs 2011/12 Price Tags [80% ER - 20% EE]

[Increases: 0% Medical and Vision; 8.5% RX and Plus Dental; 8.4% Core Dental]

12/13 - Bi-Weekly	Individual		EE/Child		EE/Spouse		Family	
	ER	EE	ER	EE	ER	EE	ER	EE
CORE Medical	\$145.88	\$36.47	\$291.70	\$72.92	\$373.88	\$93.47	\$415.95	\$103.99
EPO Medical	\$161.90	\$40.48	\$322.19	\$80.55	\$414.42	\$103.61	\$467.47	\$116.87
PLUS Medical	\$177.83	\$44.46	\$355.79	\$88.95	\$489.81	\$122.45	\$545.66	\$136.42
RX	\$48.50	\$12.13	\$96.58	\$24.15	\$159.35	\$39.84	\$162.26	\$40.57
Dental Core	\$6.21	\$1.55	\$11.56	\$2.89	\$11.56	\$2.89	\$17.13	\$4.28
Dental Plus	\$10.40	\$2.60	\$16.28	\$4.07	\$22.57	\$5.64	\$30.22	\$7.56
Vision Core	\$2.32	\$0.58	\$5.00	\$1.25	\$5.00	\$1.25	\$5.00	\$1.25
Vision Plus	\$3.08	\$0.77	\$6.62	\$1.66	\$6.62	\$1.66	\$6.62	\$1.66

11/12 - Bi-Weekly	ER	EE	ER	EE	ER	EE	ER	EE
CORE Medical	\$145.88	\$36.47	\$291.70	\$72.93	\$373.88	\$93.47	\$415.94	\$103.99
EPO Medical	\$161.90	\$40.47	\$322.19	\$80.55	\$414.42	\$103.61	\$467.47	\$116.87
PLUS Medical	\$177.82	\$44.46	\$355.79	\$88.95	\$489.81	\$122.45	\$545.66	\$136.41
RX	\$44.70	\$11.18	\$89.02	\$22.25	\$146.87	\$36.72	\$149.55	\$37.39
Dental Core	\$5.73	\$1.43	\$10.67	\$2.67	\$10.67	\$2.67	\$15.80	\$3.95
Dental Plus	\$9.58	\$2.40	\$15.01	\$3.75	\$20.80	\$5.20	\$27.85	\$6.96
Vision Core	\$2.32	\$0.58	\$5.00	\$1.25	\$5.00	\$1.25	\$5.00	\$1.25
Vision Plus	\$3.08	\$0.77	\$6.62	\$1.66	\$6.62	\$1.66	\$6.62	\$1.66

\$ Increase over 10/11	ER	EE	ER	EE	ER	EE	ER	EE
CORE Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EPO Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PLUS Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RX	\$3.80	\$0.95	\$7.57	\$1.89	\$12.48	\$3.12	\$12.71	\$3.18
Dental Core	\$0.48	\$0.12	\$0.90	\$0.22	\$0.90	\$0.22	\$1.33	\$0.33
Dental Plus	\$0.81	\$0.20	\$1.28	\$0.32	\$1.77	\$0.44	\$2.37	\$0.59
Vision Core	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vision Plus	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

% Increase over	ER	EE	ER	EE	ER	EE	ER	EE
BlueChoice	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BCBC Core	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
EPO Medical	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
RX	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%
Dental Core	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%
Dental Plus	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%
Vision Core	0%	0%	0%	0%	0%	0%	0%	0%
Vision Plus	0%	0%	0%	0%	0%	0%	0%	0%

EXHIBIT C TO FIRE MOU

ARTICLE 19- GRIEVANCE PROCEDURES.

Section 19.1 - Definition of Grievance

Subject to limitations of existing law and/or City Policy a grievance is defined in the Employee-Management Relations Chapter 3.32 of the Annapolis City Code as:

- A. a dispute concerning the application or interpretation of the terms of this agreement;
- B. a claimed violation, misinterpretation or misapplication of the rules or regulations of the City or the employer affecting the terms and conditions of employment

Section 19.2 – Time limitations

Recognizing that grievances should be raised and settled promptly to maintain a sound and harmonious relationship between the union, city and the employee, a grievance must be presented promptly within fifteen (15) business days of the event or occurrence giving rise to the grievance.

- a. A business day is defined as any week day other than Saturday, Sunday or City Holiday. For the purpose of this procedure, business day hours are 0800-1700 hours.
- b. The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. An email is considered an acceptable form of writing.

Section 19.3 – General Procedures

- a. A grievance not appealed by the Union within the time limits set forth in this Article shall be considered settled on the basis of the answer provided by the City at the last step of the procedure utilized by the Union or employee, which answer shall be final and binding upon the aggrieved employee or the Union.
- b. If the Employer fails to meet with and/or answer any grievance in writing within the prescribed time limits set forth in this Article and any agreed upon extensions the Union may at any time submit the grievance to the next step.
- c. The aggrieved employee or employees, the Union Shop Steward first handling the grievance, the Chairman of the Union Grievance Committee and/or the Union President may attend all Grievance hearings at and after Step 2 of this article.
- d. Each party is responsible for notifying its witnesses of each step hearing for which the witness's attendance is desired. The Employer shall endeavor to make any employee witness who is scheduled to work during the time of the hearing available to attend the grievance hearing(s). The Employer shall provide to a

grievant subject to discipline any written or transcribed statement not otherwise privileged that the Employer intends to introduce at Steps 3 and 4 at least five (5) business days before the hearing commences. The parties shall endeavor to exchange exhibits intended to be offered at a hearing at least five (5) business days before the hearing. Email and faxes are acceptable methods of exchanging exhibits

- e. Grievance meetings under this Article shall be held at times mutually agreeable to the parties, provided that insofar as practical, such meetings shall be held during scheduled work hours. The aggrieved employee, appropriate Union representatives and any other employees required to attend the hearing while on duty shall suffer no loss of pay for scheduled City of Annapolis work hours while attending such meetings.
- f. The parties may elect to have counsel attend at Steps 3 and 4 only.

Section 19.4 – Procedural Steps

Step 1 – (Battalion Chief Grievance Hearing)

A grievance covered by this Article must be hand delivered by the employee or his/her designee to the Battalion Chief, promptly within fifteen (15) business days of the event or occurrence giving rise to the grievance.

Within ten (10) business days of receipt of the grievance from the Union, the Battalion Chief shall meet with the employee and Union Representative in an attempt to resolve the grievance. The Battalion Chief shall respond to the grievance by email or in writing to the Union Representative within five (5) business days after the meeting.

Step 2 – (Fire Chief Grievance Hearing)

If the grievance has not been satisfactorily resolved in Step 1, the Union may, within ten (10) business days following receipt of the battalion chief's answer submit such grievance in writing to the Fire Chief of the Annapolis Fire Department. Within ten (10) business days thereafter the Fire Chief of the Annapolis Fire Department or his designated representative shall arrange to and meet with the Union and the aggrieved employee or employees for the purpose of adjusting or resolving the grievance. The Fire Chief of the Annapolis Fire Department or his designated representative shall respond to the Union in writing within ten (10) business days of the Step 2 Grievance Hearing.

Step 3 - (Mayor's Grievance Hearing)

If the grievance has not been satisfactorily resolved in Step "2", the Union may, within ten (10) business days after receiving the decision of the Fire Chief or his/her designee submit such grievance, in writing, to the Mayor of the City of Annapolis.

Within ten (10) business days thereafter the Mayor or his/her designated

representative(s) shall arrange to and meet with the Union and the aggrieved employee or employees for the purpose of adjusting or resolving the grievance. The Mayor or his/her designated representative(s) shall respond in writing to the Union President and Fire Chief within ten (10) days thereafter.

Step 4: (Arbitration)

If the grievance has not been satisfactorily resolved in step "3", the Union may, within ten (10) business days following the Step 3 decision from the Mayor submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) American Arbitration Association

The American Arbitration Association shall supply a list of five qualified labor arbitrators from the Baltimore Annapolis region. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the American Arbitration Association of the name of the arbitrator selected and the process to be used in determining the resolution of the grievance shall be prescribed by the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto, and the arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

City of Annapolis
In Network Copay Changes effective July 1, 2012

Core and Plus PPO Medical Plans	Current	Effective 7/1/12
Office Visit Copay Primary Care, Specialist, Chiropractor, Therapy, Acupuncture, Diagnostic, X-Ray and Lab	\$10	\$15
Urgent Care	\$15	\$25
ER Injury	Core - 10% Plus - covered at 100%	Core - \$25 copay then 10% Plus - \$25 copay
ER Illness	\$25	\$50
Hospital Admission Copay	\$0	\$100 then applicable coinsurance
EPO Medical Plan	Current	Effective 7/1/12
Office Visit Copay Primary Care, Acupuncture	\$10	\$15
Office Visit Specialist, Chiropractor and Therapy	\$20	\$25
Urgent Care	\$20	\$30
ER Injury	\$50	\$75
ER Illness	\$50	\$75
Hospital Admission Copay	\$0	\$100
Prescription Drug Plan	Current	Effective 7/1/12
Retail - Generic/Preferred/Non-Preferred	\$5/20/35	\$10/25/40
30-Day Supply Maintenance at Retail [after initial 2 fills]	\$25/40/55	\$30/45/60
Mail Order - Generic/Preferred/Non-Preferred	\$10/40/70	\$20/50/80